

Contract ID#: CAP/418000029-09

Department: Parks, Rec. & Museums

E-117-15**Contract Details**SERVICE: Sands Point PreserveManagement - Amendment

Original: 6/12/2008-12/31/2019

Amend: 6/12/2008-12/31/2039

NIFS ID #: CLPK1500009NIFS Entry Date: 6/17/15

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name: Friends of the Sands Point Reserve	Vendor ID# 200294550-01
Address 127 Middle Neck Road Sands Point, NY 11050	Contact Person: Karli Hagedorn
REG: Friends of the Sands Point Preserve Email: jnstarrbart@aol.com	Phone 516-944-2000 Fax: 516-944-5473

County Department
Department Contact Eileen Krieb
Address: Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone 516 572 0378

Routing Slip

Brian Nugent, Chief Dep. Commissioner

Date 6/18/15

Frank Camerlengo, Dep. Commissioner

Date 6/18/15

Eileen Krieb, CSR

Date 6/18/15

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
<u>6/18/15</u>	<u>EOB</u> Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>	<u>6/18/15</u>	<u>[Signature]</u>	
<u>6/19/15</u>	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	<u>6/19/15</u>	<u>[Signature]</u>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>6/19/15</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>6/19/15</u>	<u>[Signature]</u>	
<u>6/19/15</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>6/19/15</u>	<u>[Signature]</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
<u>6/19/15</u>	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>6/19/15</u>	<u>[Signature]</u>	

RECEIVED
JUN 23 2015
STATE OF NEW YORK
COUNTY OF NASSAU

Contract ID#:

CQPK08000029-09



Department: Parks, Rec. & Museums

Contract Summary

Description: Amendment to contract CQPK08000029. The County and the Contractor desire to amend the original contract to extend the term to December 31, 2019 plus 2 consecutive (5) year options to renew.
Purpose: Promote sustainability of the Preserve as a source of enjoyment for all residents of Nassau County, contract CQPK08000029 in place since 6/12/2008
Method of Procurement: Sole Source. Friends Group was formed for the specific purpose of providing, support to the Preserve. Contract CQPK08000029 in place since 6/12/2008
Procurement History: Supersedes prior agreement dated 6/12/2008, contract CQPK08000029
Description of General Provisions: Friends to have license to use, occupy and operate the buildings and the grounds of premises (Castle Gould and the kennels, formerly known as the Dog Project that was renovated by Permittee), other than portions used by the County for museum collections. In addition, Friends may use the premises for any and all types of filming (television shows, commercials, documentaries, movies, still photo shoots, etc) as long as prior written approval from the Commissioner of the Department has been obtained.
Impact on Funding / Price Analysis: County to provide partial assistance in connection with estimated annual operating cost of \$1.45 million as follows: Years 2013 – 2019 = \$175,000.00 per year Year 2020 = \$35,000.00 Years 2021 – 2039 = \$0.00 Friends are responsible for raising funds to pay the difference between 1.45 million and monies paid by the County Change in Contract from Prior Procurement: The County and the Contractor desire to extend the term to December 31, 2039
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	920
Control:	pk 1100
Resp:	
Object:	de 500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	pk gen 1100 de 500	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal

Date: 6/15/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name:
Name:	Name:	Date:
Date:	Date:	(For Office Use Only)
		E #:

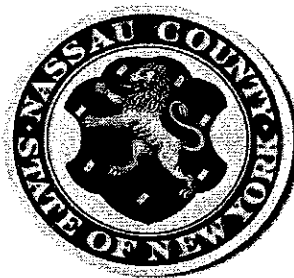
RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A USE AND OCCUPANCY AND PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND FRIENDS OF SANDS POINT RESERVE, INC.

WHEREAS, the County has negotiated an amendment to a Use and Occupancy and personal services agreement with the Friends of Sands Point Preserve, Inc. to provide for use, occupancy, management and operation of the Sands Point Preserve, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with the Friends of Sands Point Preserve, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Friends of Sands Point Preserve
CONTRACTOR ADDRESS: 127 Middle Neck Road, Sands Point, NY 11050
FEDERAL TAX ID 200294550

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. XX This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 6/12/2008 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☒ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
Brian Nugent, Chief Dep. Commissioner

6/18/15
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

**AMENDMENT TO
USE AND OCCUPATION PERMIT AND
AGREEMENT FOR THE MANAGEMENT AND OPERATION
OF SANDS POINT PRESERVE**

THIS AMENDMENT (this "***Amendment***"), to the Use and Occupation Permit and Agreement for the Management and Operation of Sands Point Preserve executed on June 12, 2008 (the "***Agreement***"), is entered into as of the date last executed by the parties, by and between the County of Nassau, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, NY 11501 (the "***County***"), acting on behalf of the County Department of Parks, Recreation and Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "***Department***"), as licensor, and **Friends of the Sands Point Preserve, Inc., a 501(c)(3) charitable corporation, established in New York, having offices at 127 Middle Neck Road, Sands Point, New York 11050** (the "***Permittee***").

WITNESSETH:

WHEREAS, pursuant to County Use and Occupancy Permit between the County and the Permittee approved by the County Legislature and executed on behalf of the County on June 12, 2008 (the "Original Agreement"), which use and occupancy of the Sands Point Preserve (hereinafter referred to as "Preserve") is fully described in the Original Agreement attached hereto;

WHEREAS, the term of the Original Agreement is from June 12, 2008 through December 31, 2019 with the County's option to renew for two (2) successive periods of five (5) year terms, and

WHEREAS, the County and the Permittee mutually wish to provide for the exclusive long term use and occupancy of portions of the Preserve by the Permittee, (such portions being described on the map attached to the Agreement as Exhibit A and hereinafter referred to as the "Premises"); and

WHEREAS, the County and the Permittee desire to amend the Agreement as set forth herein in order to clarify certain rights and responsibilities under the Agreement and to provide or the County's assumption of responsibility for the general maintenance of the Premises.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Amendment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. **Amendment of Section 2.** Section 2 of the Agreement is hereby amended and restated in its entirety as follows:

The term of the Agreement commenced on the date of the formal execution by the County ("Commencement Date") and shall terminate on December 31, 2039 (hereinafter the "Agreement Expiration Date"), unless sooner terminated in accordance with the terms of the Agreement or this Amendment.

3. **Amendment of Section 3(a).** Section 3(a) of the Agreement is hereby amended and restated in its entirety as follows:

In order to help the Permittee to staff and operate the Preserve, the County shall pay to the Permittee the following sums:

- (i) Years 2014 – 2019 = \$175,000.00 per year
- (ii) Year 2020 = \$ 35,000.00
- (iii) Years 2021 – 2039 = \$ 0.00

The Permittee shall use its best efforts to raise funds in an amount equal to the difference between (i) the amounts listed above, plus other payments as provided in this Agreement, and (ii) the sum of \$1.45 million, which represents the estimated annual operating cost for the Premises. Nothing contained herein prohibits or prevents the Permittee from applying for and/or receiving additional funding from the County, subject to all requisite approvals.

4. **Addition of Section 3(f).** Section 3 of the Agreement is hereby amended by adding the following new Section 3(f):

Except as otherwise provided in Section 4(e) of this Agreement, any and all revenue generated at or for the benefit of the Premises, including, without limitation, revenue generated from fundraising, donations, catering and hospitality activities, park admissions, parking, other revenue collected at the "gate", filming (including, without limitation, television shows, commercials, documentaries, movies and still photo shoots), other media, events, programs, exhibits and any other activities or sources of any kind whatsoever, shall be retained exclusively by the Permittee to be used solely to fund costs and expenses in connection with the operation of or otherwise for the benefit of the Premises.

5. **Amendment of Section 4.** The first paragraph of Section 4 is hereby deleted in its entirety and replaced with the following:

The County does hereby grant to the Permittee the exclusive license and privilege to use, occupy and operate all buildings and grounds of the Premises except the Excluded Portions (as defined below) (such buildings and grounds other than the Excluded Portions, the "Premises"), subject to and in accordance with the terms and conditions contained in the Agreement, as amended herein.

It is expressly understood and agreed that Permittee's use, occupation and operation of the Premises shall include the spaces in Castle Gould and the kennels (formerly known as the Dog Project) that were renovated by Permittee. Permittee's use of the Premises shall be subject to County approvals as applicable and in accordance with the provisions set forth in this Agreement and with all known applicable existing agreements with third parties including but not limited to any agreements with the Guggenheim family, arising from County ownership and usage of the Preserve. The definition of Premises may be altered from time to time by mutual written agreement of County and Permittee. Permittee agrees that all of its activities at the Premises shall be for the benefit of the residents of Nassau County.

Notwithstanding the foregoing, Permittee's exclusive license to use, occupy and operate the Premises shall not include the following excluded portions of the Preserve (the "Excluded Portions"): (i) current rental units, (ii) the County shop space, (iii) Falaise and the surrounding grounds, except for historic tour operations in accordance with the terms of the Agreement or such other use as may be granted to the Permittee by the Department, in its sole and absolute discretion, including without limitation, sponsored programming, celebrations, filming, fundraising, and other activities and events and (iv) designated office/conference room space within Castle Gould for use by Department personnel (such space to be of a reasonable size as agreed to by the County and the Permittee in good faith).

Permittee agrees to cooperate with the Department in efforts to allow the Department access to any internet and other telecommunications lines and equipment at the Premises. For instance, Permittee will use reasonable efforts to connect the Department's office space within Castle Gould to Permittee's internet server or provider.

6. **Addition of Section 4(g).** Section 4 of the Agreement is hereby amended by adding the following new Section 4(g):

g) Filming

In addition to the activities listed in Section 4(a) above, the Permittee may use the Premises (and may authorize third parties to use the Premises) for any and all types of filming (including, without limitation, television shows, commercials, documentaries, movies, still photo shoots and all other forms of filming), provided, however, that any such use shall be subject to Permittee obtaining the prior written approval from the Commissioner of the Department, which may not be unreasonably withheld. Permittee shall submit to the Commissioner of the Department such documentation as the Department reasonably requires to review Permittee's intended filming activities at the Premises, and the Commissioner of the Department shall use commercially reasonable efforts to approve or reject said filming within five (5) business days of Permittee's submission of the project to the Department for consideration. In the event the Commissioner of the Department does not notify the Permittee of the Department's decision within five (5) business days, the Department will be deemed to have approved said filming and the Permittee may proceed with the filming.

7. **Amendment of Section 7(c).** Section 7(c) of the Agreement is hereby amended and restated in its entirety as follows:

(a) "Capital Improvement" shall mean (excepting ordinary repair and maintenance): any restoration (to the original Premises or in the event of fire or other cause), rehabilitation, modification, addition, improvement, capital improvement or construction work of any kind to Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of Premises.

(b) Permittee may make Capital Improvements to the Premises only in accordance with the requirements of subsection (c) of this Section. Capital Improvements shall become property of County upon their attachment, installation or affixing, unless otherwise directed by the County. All Capital Improvements performed by the Permittee shall be done at the sole cost and expense of the Permittee.

(c) In order to make Capital Improvements to the Premises pursuant to subsection (b) of this Section, Permittee must: (i) obtain the County's written approval for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) ensure that work performed and Capital Improvements made on Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Section, in a good and workmanlike manner, and within a reasonable time; and (iii) notify the County of completion of, and the making final payment for, any Capital Improvement within ten (10) days after the occurrence of said completion or final payment.

(d) The County may, in its discretion, make repairs, Capital Improvements, decorations, additions or improvements to the Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any repairs, Capital Improvements, decorations, additions or improvements, nor shall this provision in any way affect or impair Permittee's obligation herein in any respect.

(e) The County reserves the right to perform construction or maintenance work in its discretion at the Premises at any time during the term of this Agreement subject to Permittee's reasonable consent. Permittee agrees to cooperate with the County, to accommodate any such work by the County and provide public and construction access through the Premises as deemed necessary by the Department. The County shall use its best efforts to give Permittee least fourteen (14) days written notice of any such work and not to interfere substantially with Permittee's operation or use of the Premises. The Permittee shall be responsible for security of all Permittees' property on the Premises at all times.

8. **Amendment of Section 10(e).** Section 10(e) of the Agreement is hereby amended by adding the following to the end of the first sentence:

The Permittee shall provide a set of all keys or other equipment/security codes so that the Department and other County agencies shall have access, at all times, to the Premises and the Excluded Portions. Without limiting the generality of the foregoing, Permittee shall provide the Department with the key or other equipment/security code so that the Department or other County agencies may enter through the gate at the entrance of the Preserve. The County hereby agrees to provide reasonable notice to the Permittee prior to entering any portions of the Preserve other than the Excluded Portions, except as may be absolutely necessary for the County to perform its maintenance obligations under this Agreement.

9. **Amendment to Section 23(a).** Section 23(a) of the Agreement is hereby amended as follows: "thirty (30) days" is hereby deleted and replaced with "ninety (90) days".

10. Except as expressly amended hereby, the Agreement and all rights and obligations of the County and the Permittee thereunder shall remain in full force and effect. This Amendment shall not, except as expressly provided herein, constitute a waiver, amendment or modification of, or consent under, any other term or condition in the Agreement, and the parties hereto expressly reaffirm all of their respective obligations under the Agreement, as amended hereby.

11. This Amendment shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

FRIENDS OF THE SANDS POINT PRESERVE, INC.

By: Karli Hagedorn
Name: KARLI HAGEDORN
Title: CHAIRMAN

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) _____ Chief Deputy County Executive
(or) _____ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

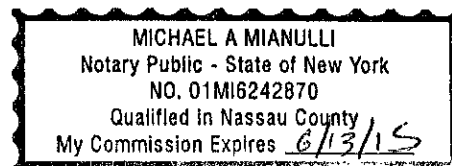
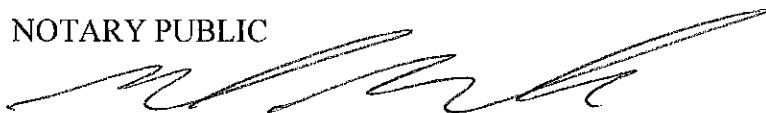
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 9 day of June in the year 2015 before me personally came Karl Hagelorn to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Chairman of Friends of the Sands Point Preserve, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year ____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AMENDMENT TO
USE AND OCCUPATION PERMIT AND
AGREEMENT FOR THE MANAGEMENT AND OPERATION
OF SANDS POINT PRESERVE

THIS AMENDMENT (this "*Amendment*") to the Use and Occupation Permit and Agreement for the Management and Operation of Sands Point Preserve, dated March 2008 (the "*Agreement*"), is entered into as of this ____ day of August, 2011, by and between the County of Nassau, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, NY 11501 (the "*County*"), acting on behalf of the County Department of Parks, Recreation and Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "*Department*"), as licensor, and Friends of the Sands Point Preserve, Inc., a 501(c)(3) charitable corporation, established in New York, having offices at 127 Middle Neck Road, Sands Point, New York 11050 (the "*Permittee*").

WITNESSETH:

WHEREAS, the County and the Permittee desire to amend the Agreement as set forth herein in order to clarify certain rights and responsibilities under the Agreement and to provide for the County's assumption of responsibility for the general maintenance of the Premises.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Amendment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.
2. Amendment of Section 3(a). Section 3(a) of the Agreement is hereby amended and restated in its entirety as follows:

In order to help the Permittee to staff and operate the Premises, the County shall pay to the Permittee the following sums:

- (i) Years 2011 – 2017 = \$175,000 per year
 - (ii) Year 2018 = \$105,000
 - ~~(iii) Year 2019 = \$0~~
-

The Permittee shall use its best efforts to raise funds in an amount equal to the difference between the amounts listed above, plus other payments as provided in this Agreement, and (ii) the sum of \$1.45 million, which represents the estimated annual operating cost for the Premises. Nothing contained herein prohibits or prevents the Permittee from applying for and/or receiving additional funding from the County, subject to all requisite approvals.

3. Addition of Section 3(f). Section 3 of the Agreement is hereby amended by adding the following new Section 3(f):

Except as otherwise provided in Section 4(e) of the Agreement, any and all revenue generated at or for the benefit of the Premises, including, without limitation, revenue generated from fundraising, donations, catering and hospitality activities, park admissions, parking, other revenue collected at the "gate", filming (including, without limitation, television shows, commercials, documentaries, movies and still photo shoots), other media, events, programs, exhibits and any other activities or sources of any kind whatsoever, shall be retained exclusively by the Permittee to be used solely to fund costs and expenses in connection with the operation of or otherwise for the benefit of the Premises.

4. Amendment of Section 4. The first paragraph of Section 4 is hereby deleted in its entirety and replaced with the following:

The County does hereby grant to the Permittee the exclusive license and privilege to use, occupy and operate all buildings and grounds of the Premises except the Excluded Portions (as defined below), subject to and in accordance with the terms and conditions contained in the Agreement, as amended herein. It is expressly understood and agreed that Permittee's use, occupation and operation of the Premises shall include the spaces in Castle Gould and the kennels (formerly known as the Dog Project) that were renovated by Permittee. Permittee's use of the Premises shall be subject to County approvals as applicable and in accordance with the provisions set forth in this Agreement and with all known applicable existing agreements with third parties including but not limited to any agreements with the Guggenheim family, arising from County ownership and usage of the Preserve. The definition of Premises may be altered from time to time by mutual written agreement of County and Permittee. Permittee agrees that all of its activities at the Premises shall be for the benefit of the residents of Nassau County.

Notwithstanding the foregoing, Permittee's exclusive license to use, occupy and operate the Premises shall not include the following excluded portions of the Preserve (the "Excluded Portions"): (i) current rental units, ~~(ii) the County shop space, (iii) the collection storage area adjacent to~~ County shop space, (iv) the portion of the barn and stable complex/maintenance area currently used by the County (but excluding (a) 6 of the 12 stalls immediately adjacent to the barn complex, it being understood that, with the consent of the Department, which consent will not be unreasonably withheld, the Permittee will have the right to use an additional 3 stalls, and (b) the space within the cow barn currently utilized (or dedicated for use) by Permittee), it being understood that the County shall have the right to utilize that portion of the space currently occupied

by the Permittee as may be reasonably required to store equipment in the event the County delegates the County shop space for occupation by a third party as set forth below, (v) Falaise and the surrounding grounds, except for limited historic tour operations in accordance with the terms of the Agreement or such other use as may be granted to the Permittee by the Department, in its sole and absolute discretion, including without limitation, sponsored programming, celebrations, filming, fundraising, and other activities and events and (vi) designated office/conference room space within Castle Gould for use by Department personnel (such space to be of a reasonable size as agreed by the County and the Permittee in good faith). It is expressly understood and agreed that the general maintenance employees to be stationed at the Preserve pursuant to amended Section 10(a) of this Agreement shall have use of the Excluded Portions for storage and general office space, but shall not be permitted to use any other space at the Preserve. It is also expressly understood and agreed that the County may delegate the County shop space for occupation by the Office of Emergency Management and/or any other third-party organizations, but only with the prior written consent of the Permittee, which consent may not be unreasonably withheld.

Permittee agrees to cooperate with the Department in efforts to allow the Department access to any internet and other telecommunications lines and equipment at the Premises. For instance, Permittee will use reasonable efforts to connect the Department's office space within Castle Gould to Permittee's internet server or provider.

5. Addition of Section 4(g). Section 4 of the Agreement is hereby amended by adding the following new Section 4(g):

g) Filming

~~In addition to the activities listed in Section 4(a) above, the Permittee may use the Premises (and may authorize third parties to use the Premises) for any and all types of filming (including, without limitation, television shows, commercials, documentaries, movies, still photo shoots and all other forms of filming), provided, however, that any such use shall be subject to Permittee obtaining prior written approval from the Commissioner of the Department, which may not be unreasonably withheld. Permittee shall submit to the Commissioner of the Department~~ such documentation as the Department reasonably requires to review Permittee's intended filming activities at the Premises, and the Commissioner of the Department shall use commercially reasonable efforts to approve or reject said filming within five (5) business days of Permittee's submission of the project to the Department for consideration. In the event the Commissioner of the Department does not notify the Permittee of the Department's decision within five (5) business days, the

Department will be deemed to have approved said filming and Permittee may proceed with filming.

6. Amendment of Section 10(a). Section 10(a) of the Agreement is hereby amended and restated in its entirety as follows:

It is understood by the parties hereto that the County shall, at the County's sole cost and expense, be responsible for routine care and maintenance of the Premises. For the avoidance of doubt, the County's responsibilities shall include the following: (i) keeping the Premises clean and neat and in every respect sanitary; (ii) collecting and removing all litter, debris and rubbish generated from operations at the Premises; and (iii) maintaining the buildings, grounds, walking trails and trees at the Premises, including mowing and leaf removal of all areas within and immediately adjacent to the Premises. Notwithstanding the foregoing, it is understood by the parties hereto that the Permittee shall be responsible for snow removal at the Premises. The County shall employ an adequate staff for the purpose of discharging the County's responsibilities pursuant to this Agreement. Each of the County employees stationed at the Preserve shall be qualified for the labor to be performed by such individual. All such repairs, restorations and replacements by the County shall be made with due respect for the original work or installation and done in a good and workmanlike manner. After obtaining Permittee's prior consent, the County may use equipment, tools, farm equipment/machinery and other personal property of Permittee (collectively, "Permittee Property") as may be needed by the County to perform its maintenance obligations hereunder. The County agrees to maintain any Permittee Property used by the County in good working order and to return such Permittee Property to Permittee in a condition equal to or better than that prior to usage by the County, ordinary wear and tear excepted.

Notwithstanding Section 18 of the Agreement, the County hereby assumes all liability for damage, injury or loss, including but not limited to property damage, personal injury or death, whether suffered by the County, the Permittee or any other party, solely to the extent directly arising out of the negligent or intentional actions of the County in performing its maintenance obligations under this Agreement, as amended, including, ~~without limitation, the County's use of any Permittee Property.~~ The County expressly releases and discharges the Permittee from any and all claims and actions alleging or arising out of the foregoing. The County shall indemnify and hold harmless the Permittee and its officers, employees, directors, and agents from and against any and all Losses (as defined in Section 18(c) of the Agreement) directly arising out of the foregoing, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

Nothing in this Section 10(a) shall prohibit the Permittee from performing routine maintenance, including any of the tasks set forth in this Section 10(a), as and when needed, but only after Permittee gives written notice to the Department and the Department fails to take steps to address any bona fide maintenance deficiencies. Permittee shall continue to be responsible for providing security at all times for equipment, products, personnel and invitees at the Premises. Notwithstanding the foregoing, nothing in this Section shall obligate the County to (i) provide general maintenance activities caused by the negligent or willful misconduct of Permittee, its employees or agents, in which case Permittee shall pay for the cost of the maintenance activities; (ii) provide cleaning, set-up, breakdown or other maintenance for those events and activities conducted or held by the Permittee or permitted third parties, in which case said party shall pay for the cost.

The provisions of this amended Section 10(a) shall survive the termination of this Agreement.

7. Amendment of Section 10(c). Section 10(c) of the Agreement is hereby amended and restated in its entirety as follows:

Maintenance of Adjacent Areas and Walkways. The County, at its sole cost and expense, shall keep clean and free from ice and rubbish, and otherwise maintain, the sidewalks abutting the Premises and all other areas and spaces located in front of or adjacent to the Premises, including without limitation any all roads within, in front of or adjacent to the Premises, it being understood that the Permittee shall remain responsible for keeping such areas free from snow. Nothing in this Section 10(c) shall prohibit the Permittee from performing any of the tasks set forth in this Section 10(c), as and when needed, in the sole discretion of the Permittee.

8. Amendment of Section 10(d). Section 10(d) of the Agreement is hereby amended by deleting the second sentence thereof and replacing it with the following:

All routine care and maintenance of the grounds is the responsibility of the County.

9. Amendment of Section 10(e). Section 10(e) of the Agreement is hereby amended by adding the following to the end of the first sentence:

The Permittee shall provide a set of all keys or other equipment/security codes so that the Department and other County agencies shall have access, at all times, to the Premises and the Excluded Portions. Without limiting the generality of the foregoing, Permittee shall provide the Department with the key or other equipment/security code so that the Department or

other County agencies may enter through the gate at the entrance of the Preserve. The County hereby agrees to provide reasonable notice to the Permittee prior to entering any portions of the Preserve other than the Excluded Portions, except as may be absolutely necessary for the County to performance its maintenance obligations under the Agreement.

10. Amendment of Section 23(a). Section 23(a) of the Agreement is hereby amended as follows: "thirty (30) days" is hereby deleted and replaced with "ninety (90) days".

11. Amendment of Section 31(c). Section 31(c) of the Agreement is hereby amended and restated in its entirety as follows:

c) County shall be responsible for all routine care and maintenance.

12. Except as expressly amended hereby, the Agreement and all rights and obligations of the County and the Permittee thereunder shall remain in full force and effect. This Amendment shall not, except as expressly provided herein, constitute a waiver, amendment or modification of, or consent under, any other term or condition in the Agreement, and the parties hereto expressly reaffirm all of their respective obligations under the Agreement, as amended hereby.

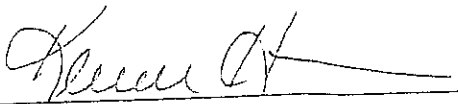
13. This Amendment shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

14. This Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

FRIENDS OF THE SANDS POINT PRESERVE, INC.

By: 
Name: Karli Hagedorn
Title: Chairman of the Board of Directors

NASSAU COUNTY

By: 
Name: Edward P. Mangione
Title: County Executive

[PLEASE EXECUTE IN BLUE INK]

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 22 day of August, in the year 2011 before me personally came Karl Hagedorn to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chairman of Board of Directors, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Alfred. C. Phelps

LIZ D. AXELROD-TIMM
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AX6076200
Qualified in Nassau County
My Commission Expires June 24, 2014

STATE OF NEW YORK)

SS.

COUNTY OF NASSAU)

On the 3 day of January in the year 2017 before me personally came Edmond Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NOTARY PUBLIC
Doreen Ferris

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

E-103

RULES RESOLUTION NO. 180 - 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND FRIENDS OF THE SANDS POINT PRESERVE, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on JUN 23 2008
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Friends of the Sands Point Preserve, Inc. for use, occupancy, management and operation of the Sands Point Preserve; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Friends of the Sands Point Preserve, Inc.

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SANDS POINT PRESERVE AGREEMENT

THIS USE AND OCCUPATION PERMIT AND AGREEMENT FOR THE MANAGEMENT AND OPERATION OF SANDS POINT PRESERVE (together with the schedules, appendices, attachments and exhibits, if any, of this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the County of Nassau, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, NY 11501 (hereinafter referred to as the "County"), acting on behalf of the County Department of Parks, Recreation and Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), as licensor, and the Friends of the Sands Point Preserve, Inc. ("Permittee"), a 501(c)3 charitable organization, established in New York, having offices at 121 Middle Neck Road, Sands Point, New York 11050 (hereinafter referred to as the "Permittee.")

WITNESSETH:

WHEREAS, the County is the owner of the Sands Point Preserve site which consists of the buildings, grounds and improvements at 127 Middle Neck Road, Sands Point, NY 11050, (the "Preserve"); and

WHEREAS the County desires to make Sands Point Preserve (hereinafter referred to as "Preserve") available to its citizens for recreation, contemplation, enjoyment of nature, historical, physical and other education, and cultural and community events; and

WHEREAS the Permittee, a not-for-profit organization was formed to ensure the sustainability of the Preserve as a source of education and enjoyment for all citizens of the County; and

WHEREAS the County and Permittee entered into a Memorandum of Agreement dated January 25, 2007 (the "Prior Agreement") concerning programming and use of the Preserve.

~~WHEREAS the County and the Permittee mutually wish to provide for the exclusive long term use and occupancy of portions of the Preserve by the Permittee, (such portions being described on the map attached as Exhibit A and hereinafter referred to as the "Premises"), subject to certain terms and conditions and all applicable laws, rules and regulations.~~

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. INTERIM 2009 PROVISIONS:

- a) The provisions of this section shall apply during 2009 only. County retains the right to operate the annual Medieval Festival, Celebrate Long Island, the Preserve Run and such events as it deems advisable for the year 2009. County shall provide staff for, and pay all expenses of such events. Permittee shall develop and implement the policies, uses, improvements, events, programs, exhibits at and all other matters relating to the Preserve.

- all subject to the written approval of the County and the limits of current staffing and operating budget. Permittee shall provide advice in hiring seasonal and part time employees for 2009. In 2009 all County employees shall remain under the direct supervision of the designated site director. County will, in consultation with Permittee, provide \$390,000 for County staff to be exclusively used at the Sands Point Preserve, aside from Site Director and other County staff stationed at but not part of the Sands Point Preserve budget, whose remuneration will not be part of the said \$390,000. As of January 1, 2010, County has the option to redeploy all of its year 2009 employees at Preserve. In 2009, the County will continue to furnish and perform all current services and functions at Preserve, including snow and garbage removal. Permittee shall have the right to staff all their events held in Hempstead House and elsewhere in the Preserve and thereby receive all fees paid for such events, to be used to benefit the Preserve. Permittee shall have the right to establish and implement indoor and outdoor programs, tours, exhibits, events, projects, uses and activities at the Preserve, with the content and fees to be approved by the County. All fees and charges for the above programs at the Preserve shall be used to benefit the Preserve.
- b) During 2009, Permittee shall maintain the insurance coverages currently in effect pursuant to the Prior Agreement.

2. TERM:

- a) The term of this Agreement (the "term") shall commence on the date of formal execution by the County ("Commencement Date") and shall terminate on December 31, 2019 (hereinafter the "Agreement Expiration Date"), unless sooner terminated or renewed in accordance with its terms.
- b) Renewal Term: This Agreement may be renewed at the option of the County for two (2) successive periods of five (5) years each ("Renewal Term") upon the same terms and conditions which were in effect during the preceding year.

3. PAYMENTS AND COSTS:

- a) For each year of this Agreement, Permittee shall make it's best efforts to raise funds in the amount equal to the difference between the County payment listed below and other payments as provided in this Agreement, and the sum of \$1.45 million dollars, which represents the estimated annual operating cost for the Preserve. Permittee, at its own expense, shall have the right to make capital improvements and/or purchase equipment with the prior approval of the County. In order to help the Permittee to staff and operate the Preserve, the County shall pay the Permittee the sum of
- i. Year 2010 \$ 390,000
 - ii. Year 2011 \$340,000
 - iii. Year 2012 \$290,000
 - iv. Year 2013 \$240,000
 - v. Year 2014 \$190,000
 - vi. Year 2015 \$140,000
 - vii. Year 2016 \$90,000
 - viii. Year 2017 \$40,000
 - ix. Year 2018 \$0
 - x. Year 2019 \$0

Such payments must be expended in compliance with the terms of this Agreement, and consistent with the Certificate of Incorporation, By-Laws or Mission Statement of Permittee.

- b) The payments shall be made by the County to Permittee annually on or about January 1st of each year, beginning January 1, 2010. Permittee shall, subject to County approval, select an Executive Director or CEO and all staff. Actual phone bills incurred by the Permittee will be paid by the Permittee. All fuel and utility costs at the Preserve shall be paid by the County.
- c) Permittee shall not have any interests in or obligation to the occupants of rental units at the Preserve, it being understood that the arrangements with such occupants are the subject of separate agreements between the County and third parties and that the Permittee shall have no involvement with such arrangements.
- d) County shall provide equipment for site consistent with past practices, and, as before, may remove such equipment if needed elsewhere.
- e) Other than the payments specifically set forth in this Agreement, County shall have no obligation to make any additional payments to Permittee.

4. USE OF THE PREMISES:

The County does hereby grant to the Permittee the exclusive license and privilege to use, occupy and operate all buildings and grounds of the Premises, (aside from current rental units at the Preserve, and the areas now and in the future used by the County for museum collections and exhibit workshops, for boarding of County horses, and for storage as necessary), subject to County approvals as applicable and in accordance with the provisions set forth in this Agreement and with all known applicable existing Agreements with third parties including but not limited to any agreements with the Guggenheim family, arising from County ownership and usage of the Preserve. The definition of Premises may be altered from time to time by mutual written agreement of County and Permittee. Permittee agrees that all of its activities at the Premises shall be for the benefit of the residents of Nassau County.

It is expressly understood and agreed that no real property is leased to the Permittee by this Agreement, nor is the Permittee permitted to license or lease any real property as a result of this Agreement, except as contemplated by this Agreement. Any name change of the site must be approved by the County.

a) Use of Premises

The Permittee shall use the Premises for the following activities:

- i. museum and collection activities related to the history of the site
- ii. workshops and research on horticulture, the environment and conservation
- iii. gatherings of school children, garden clubs and conservation organizations
- iv. special events to raise funds for the Preserve and raise community awareness of the site
- v. guided and self-guided tours
- vi. sale of items related to the history and purposes of the Preserve
- vii. organizations or individuals to hold private social events
- viii. historical, cultural and recreational activities

- ix. education
- x. projects, seminars, think tanks and other programs of societal benefit
- xi. outdoor and nature activities
- xii. other similar and compatible uses approved by the County

b) Prohibited Uses

- i. activities prohibited by federal, state or local law
- ii. activities prohibited by prior third party agreements concerning the Premises
- iii. any purpose other than those purposes set forth in this Agreement without the prior written approval of the County.

c) Food Service

Subject to the existing County agreement with Dover Caterers, which is set to expire on December 31, 2009, and will not be renewed for the Sands Point Preserve, the Permittee shall have the exclusive right to contract for food services, vending machines and/or catering concessions on the Premises which sell various food and beverage items typically sold in comparable food and beverage service venues, provided that any such food and beverage concessions and any contract with a third-party food service operator shall, in each case, be subject to County Approval, as per this Agreement, and shall comply with all governmental regulations, and with agreements concerning the Preserve. All services and operations provided under this paragraph shall be conducted in a manner consistent with the standards of operation as set forth in this Agreement.

d) Gift Shop

The Permittee shall have the exclusive right to operate or contract for the operation of gift shop concessions on the premises which sell various items typically sold in comparable gift shop venues, provided that any such gift shop concessions and any contract with a third-party gift shop operator, shall, in each case be subject to County Approval as per this agreement. All services and operations provided under this paragraph shall be conducted in a manner consistent with the standards of operation as set forth in this Agreement.

e) Use and Events

Commencing in 2010, and subject to sub-sections (a) and (b) of this Section 4, the County reserves the right, upon reasonable notice to Permittee, to use and occupy areas of the Premises for up to ten (10) weekdays and five (5) weekend days or holidays per calendar year that do not conflict with already scheduled uses or events on those days, and to retain all revenue from such use. County shall provide all staffing and pay all costs of such usage, except that County will not be required to pay any rental fee to Permittee for use of the Preserve on those days. For 2010, and thereafter, all other revenues from the Premises shall go to Permittee. For 2008, net revenues from County and non-County events scheduled prior to the date this Agreement is last executed by the parties hereto shall be deposited in equal amounts in the County's general fund and the Sands Point Grant Account to be made available for use at the Premises by the Permittee. Revenues from events scheduled after the date this Agreement is last executed by the parties hereto and staffed by Permittee shall belong to Permittee. Revenue from the Medieval Festival run by County in 2009 shall be collected by the County as general revenue and all expenses thereof shall be paid by the County.

f) Artistic Control

Effective in 2009, and subject to the terms and conditions of this Agreement, the Permittee shall have sole artistic, programmatic and administrative control over the events and activities conducted within and on the Premises, so long as such events and activities shall be in consonance with the uses set forth in this Section 4.

5. (a) BUSINESS PLAN: COUNTY APPROVALS

- i) By October 1 of each calendar year of this Agreement, Permittee shall submit to County a budget and business plan for the subsequent year, which shall be subject to County approval of all material matters set forth therein. As used in this Agreement, the term "Business Plan" shall mean a document that includes the following information regarding the Permittee: (i) mission statement and goals, (ii) governance papers and by-laws, (iii) list of the members and their credentials, (iv) organizational chart (v) services summary, (vi) marketing strategy and goals, (vii) fundraising strategy and goals, (viii) starting in 2013 visitation statistics for the prior three (3) years, including a breakdown differentiating attendance by any facility member plans, educational organizations, the general public and any other distinct categories, and visitation projections for the future, (ix) operating procedures, (x) personnel plan, (xi) list of contracted services and details of each arrangement, (xii) insurance summary, (xiii) capital equipment and supply list, (xiv) profit and loss statements, (xv) cash flow analysis (xvi) balance sheet and (xvii) any other information relevant or material to the Permittee.
- ii) Permittee shall have the right to use, occupy and operate the Preserve in substantial conformity with such approved budget and plan.

b) County Approval

In all instances where this Agreement requires Permittee to obtain County approval, such approval shall be considered granted if County has approved same, or has not denied in writing such approval within ten (10) calendar days of the written request for such approval, setting forth in writing the basis for such denial with reasonable specificity, or if County responds within ten (10) days of the request seeking an additional ten (10) days in which case the County shall have a total of twenty (20) days to either approve or deny the request. .

6. BOARD OF DIRECTORS:

The Board of Directors of Permittee (the Board") shall be the operating and governing Board of the Preserve, subject to required County approvals of material matters. The Board shall establish its rules and by-laws, including the method of selecting board members and the terms thereof. The Board shall include two representatives designated by Nassau County one of whom may at the County's option be a voting member, and the other or whom shall be ex-officio. The Incorporated Village of Sands Point shall be entitled to select one board member, who may be voting or non-voting at the option of the Village of Sands Point.

7. CAPITAL IMPROVEMENTS:

- a) During the initial ten-year term of this Agreement the County is planning to spend approximately \$15,000,000 on capital improvements at the Premises, as follows, subject to all necessary Legislative and Executive approval:

2008 through 2010-Expenditures of approximately \$5,615,000 designated for the following projects that are already in progress:

Emergency repair to sea wall	\$30,000
Sea Wall construction	\$5,300,000
Falaise Roof repair and carport stabilization	\$10,000
Boiler Replacement at Hempstead House	\$175,000

2009 Planned Projects:

Repair of Hempstead House façade

\$350,000 (to match NYS Grant)

2010-2017

\$9,135,000

To be expended on projects identified by Thornton Thomasetti Historic Structures Condition Report, or such other projects as may be agreed upon by the parties.
The County agrees to consult with Permittee before determining the capital improvements to be made.

- b) Grants, or any other funds, awarded to Permittee for capital improvements and related costs or additions shall be in addition to the County's planned capital expenditure of approximately fifteen million by the year 2017, as described in 7(a) above. Applications for grants for capital improvements require approval of the County in advance of application.
- c) Permittee, at its own expense, shall have the right to make capital improvements and/or purchase equipment with the prior approval of the County.

8. STANDARD OF OPERATION:

- a) The Permittee shall maintain and operate the Premises for the benefit of all County citizens in an attractive, accessible, safe, operable, sanitary and inviting manner consistent with the operations and best practices of comparable cultural institutions in the New York metropolitan area, and in such further manner as the County shall prescribe. The Permittee shall take all actions necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all Permittee Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- b) The Permittee shall provide the necessary number of personnel having the requisite skills together with any necessary personal equipment to ensure operation of the licensed Premises in compliance with this Section.
- c) Subject to the other provisions of this Agreement, the Permittee shall perform such ongoing and preventive maintenance activities necessary to maintain the Premises in good order and repair, and consistent with prevailing professional and industry or trade standards and pursuant to the respective obligations of the parties contained in this

Agreement. Structural or capital repairs, replacements or improvements are not the responsibility of the Permittee unless otherwise agreed by both County and Permittee.

- d) The Permittee shall, and shall cause all Permittee agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any person or property.

9. HOURS OPEN TO THE PUBLIC; ADMISSION FEES:

The public areas of the Premises and other public facilities operated by the Permittee shall be open to the public not less than five (5) days a week, from the hours of nine o'clock (9:00) A.M. to four o'clock (4:00) P.M.. The Permittee may not charge a general admission fee to the public areas of the Preserve without the prior written approval of the County.

10. MAINTENANCE, UTILITIES, SECURITY AND REPAIRS OF PREMISES:

- a) It is understood by the Permittee that the Permittee shall, at the Permittee's sole cost and expense and to the reasonable satisfaction of the County, (i) keep the Premises clean and neat and in every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations at the Premises; (iii) provide security at all times for its equipment, products and personnel and invitees; and (iv) make all nonstructural repairs, interior or exterior, required to keep the Premises in good condition at all times. All such repairs, restorations and replacements by the Permittee shall be made with due respect for the original work or installation and done in a good and workmanlike manner.
- b) Structural Repairs. The County, in its reasonable discretion, shall make all necessary Structural, as that term is defined below, repairs as needed. As used in this Agreement, the term "Structural" shall include the roof, roof structures, roof supports, roof drainage systems, sky lights, bearing walls, exterior walls including the interior surface of the exterior walls (except interior painting or interior wall finishes within the Premises); the foundations and all structural portions of the Premises; floors, concrete or otherwise (except interior floor coverings); poured concrete; utility lines serving the Premises (to the extent not maintained by a Public Utility Company), and all components of Base Building Systems as defined below. As used in this Agreement, the term "Base Building Systems" shall include sprinkler systems, fire and life safety systems, wiring, mechanical systems, HVAC systems, electrical systems, plumbing, sewer systems, shafts and conduits located on the Premises, as well as any other systems or components not in the exclusive control of the Permittee. The County shall also maintain, repair and/or replace as needed, all exterior window glass, window frames, window gaskets, window caulking in or serving the Premises. The County shall maintain the structural integrity and reasonable condition of all Preserve roads, sidewalks, exterior walls, fences, infrastructure, and similar items. Notwithstanding the foregoing, nothing in this Section shall obligate the County to make any repair caused by the negligent or willful misconduct of Permittee, in which case the Permittee shall pay for the cost of the repair. The Permittee shall promptly notify the County of any condition necessitating repairs to the Premises that should be properly made by the County under this Section. All repairs, restorations and replacements by the County shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner.

- c) Maintenance of Adjacent Areas and Walkways. The Permittee, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain the sidewalks abutting the Premises, and all other areas and spaces located in front of or adjacent to the Premises, for which the Permittee would be so responsible by law if it were the fee owner of the Premises.
- d) Maintenance of the Grounds. The Department, at its own expense, will perform a twice yearly clean-up of the grounds in the Spring and Fall. All other maintenance of the grounds is the responsibility of the Permittee.
- e) Inspection. The Nassau County Department of Parks, Recreation and Museums and any other County agencies with jurisdiction over the Premises shall at all times and upon advance notice (except in cases of emergency) have access to the Premises for general police visitation and inspection and for all other lawful purposes.

11. BOND STATUS:

The Permittee shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, Federal laws, rules and regulations regarding private activity and arbitrage. The Permittee shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.

12. CONDITION OF THE PREMISES, TITLE, NO BROKERS:

- a) The Permittee represents and acknowledges that to the best of its knowledge, the Premises are suitable for its permitted use as provided herein. The Permittee acknowledges and represents to the County that neither the County nor any agent or representative of the County has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the HVAC, mechanical, electrical and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Permittee is accepting the Premises in its "AS IS" condition "WITH ALL FAULTS."
- b) The Permittee covenants that it will keep the Premises in a condition equal to or better than that at the beginning of its occupancy under this Agreement, ordinary wear and tear excepted, and that it will surrender and give up the Premises to the County upon the termination of this Agreement. The Permittee further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the County, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. The Permittee acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended by the Permittee to be abandoned. The Permittee shall remain liable to the County for any damages should the Permittee fail to cease operations, vacate or remove all possessions from the Premises on or before the expiration or termination date.

- c) The Permittee and County each represent to the other that it has not dealt with any broker, finder or like entity in connection with this Agreement or the transactions contemplated hereby, and agrees to indemnify and hold harmless the other for any claim for brokerage commissions, fees or other compensation by any such broker, finder or like entity claiming to have acted or dealt with it in connection with this Agreement or the transactions contemplated hereby.

13. OWNERSHIP OF EQUIPMENT:

- a) To the extent not supplied by the County, or procured with funds appropriated by the County, the Permittee shall, at its own expense, purchase and maintain such office furniture, equipment, and other movable property as shall reasonably be required by it to operate, maintain and secure the Premises and to carry out the Permittee's obligations as set forth in this Agreement, and shall cause third parties permitted to use the Premises under the terms of this Agreement to do so. The property supplied by or contributed to the Permittee shall remain the property of the Permittee and may be removed at will, provided, however, that:
 - i) any damage to the Premises caused by such removal is promptly repaired by the Permittee, and
 - ii) all fixtures and all other property, supplied or installed by the Permittee or by any other person, which shall become annexed to the Premises in such a manner that it cannot be removed without causing structural damage to the Premises shall become the property of the County immediately upon its installation or annexation. No buildings or walks, whether provided by the Permittee or by others, and no statuary, fixtures, equipment or other property or structures provided or paid for by the County or otherwise procured with County appropriations may be removed from the Premises without the prior written consent of the County.
- b) Any equipment that is purchased with County funds or supplied by the County shall remain the property of the County and shall be identified as such in the books of accounts and records of the Permittee. Such equipment shall be subject to periodic monitoring by the County for inventory and control purposes, but the County shall have no responsibility to maintain or repair such equipment. In the event that such equipment is no longer being used by the Permittee and the County, in the reasonable exercise of its discretion, determines that such equipment is not needed for the Permittee's operations at the Premises, then the Permittee, upon ten (10) days' prior notice to the Permittee, shall return the equipment to the County at such time and place on the Premises as the County shall designate. Should the Permittee advise the County within such ten (10) period of any objection to the return of the equipment, then the County shall provide the Permittee with a reasonable opportunity to be heard with regard to such objection prior to making the determination that the equipment should be returned.

14. ACCOUNTING PROCEDURES; RECORDS:

- a) The Permittee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the

Permittee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." (Collectively, the "Accounting Standards"). Such Records shall at all times be available for audit and inspection by the Nassau County Comptroller (the "County Comptroller"), or any other appropriate governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives.

- b) Independent Annual Financial Statements and Reports. Each year during the Term of this Agreement, the Permittee shall submit to the County financial statements for the Permittee's most recent fiscal year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Such financial statements shall be submitted within one hundred and eighty (180) days after the close of the relevant fiscal year. Upon written request of the Permittee, the County Comptroller, in his or her sole discretion, may extend the time for the submission of such financial statements, provided that (i) such extension is granted in writing, and (ii) the Permittee provides the County Comptroller with an unaudited financial statement covering the relevant fiscal year.
- c) Supplemental Information. Such financial statements shall include as supplemental information detailed schedules of the Permittee's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Premises. Such supplemental information shall be provided in a format mutually agreed upon by the Permittee and the County, and shall be reconciled to the basic financial statements and covered by the independent auditor's report referred to in subparagraph (b)(1) above.
- d) Annual Reports. The Permittee shall each fiscal year provide the County with a copy of its annual report, if issued by the Permittee, and shall render such other reports and statements, and furnish such information, financial or otherwise, relating to the Premises and/or the Permittee's obligations under this Agreement as may reasonably be requested by the County.
- e) Proof of Payments. Within thirty (30) days of being requested to do so by the County, the Permittee shall provide proof reasonably satisfactory to the County evidencing payment of any charge required to be paid by the Permittee pursuant to this Agreement.
- f) Survival. The provisions of this Section shall survive the termination of this Agreement.

15. COMPLIANCE WITH LAW:

- a) Generally. The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Permittee is bound by and shall comply with the terms of Appendices U and EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended
 - ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

16. RECORDS ACCESS:

The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Permittee acknowledges that Permittee Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Permittee of such request prior to disclosure of the Information so that the Permittee may take such action as it deems appropriate.

17. CERTIFICATE OF OCCUPANCY:

The Permittee's use of the Premises shall be in complete conformity with the Certificate of Occupancy then currently in effect for the Premises and any other applicable laws and regulations, including, but not limited to, the Americans with Disabilities Act.

18. RELEASE, INDEMNIFICATION, DEFENSE, COOPERATION:

- a) The County shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by the Permittee or any other party arising out of (i) the occupancy or use of the Premises or any property contained therein, whether on or in proximity to the Premises, (ii) any casualty occurring on or about the Premises or any property contained therein, or (iii) the condition of the Premises (including but not limited to any latent or patent defects) or of any property contained therein.
- b) The Permittee expressly releases and discharges the County from any and all claims and actions alleging or arising out of the foregoing, except for claims or actions arising from the County's own acts or omissions.
- c) The Permittee shall be solely responsible for and shall indemnify and hold harmless the County, County Departments and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Permittee or a Permittee Agent, regardless of whether due to negligence, fault, or default, including Losses in connection

- with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Permittee shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- d) The Permittee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Permittee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Permittee is responsible under this Section, and, further to the Permittee's indemnification obligations, the Permittee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
 - e) The Permittee shall, and shall cause Permittee Agents to, cooperate with the County and County Departments in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Permittee and/or a Permittee Agent in connection with this Agreement.
 - f) The provisions of this Section shall survive the termination of this Agreement.

19. INSURANCE:

- a) Types and Amounts. The Permittee shall obtain and maintain throughout the term of this Agreement, at its own expense, commencing on January 1, 2010:
 - i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate coverage, and/or revised coverage at the reasonable discretion of the County to reflect amounts which a prudent tenant or licensee of a comparable size and in a comparable endeavor would obtain.
 - (ii) If Permittee issues permits for catered events, or conducts special events which involve unusual risk, Permittee is required to contact the County's risk management department at least thirty (30) days in advance of such event to determine whether additional coverage is required. Any insurance required of any third party shall name the Permittee and Nassau County as additional insureds.,
 - iii) If contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,
 - iv) Compensation insurance for the benefit of the Permittee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law,
 - v) Automobile insurance for all owned, non-owned and hired vehicles used by the Permittee in furtherance of its operations with a one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage, which limit may be revised from time to time at the sole discretion of the County, and
 - vi) Such additional insurance, including, but not limited to the County being named as additional insured in all rentals for special events, catering and other activities at the Preserve.
- b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Permittee pursuant to this Agreement shall be (i) written by one or more commercial

insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Permittee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Permittee shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Permittee under this Agreement.

- c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Permittee shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Permittee shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Permittee to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Permittee to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

20. DAMAGE OR DESTRUCTION:

- a) The Permittee shall notify the County immediately if the Premises or any improvements thereon or any portion thereof are damaged or destroyed in whole or in part by fire or other casualty.
- b) If the Premises shall be damaged or destroyed by fire or other casualty, the County, in its sole discretion, may repair or restore the Premises but shall be under no obligation or duty to do so. In the event that fire or other casualty shall so damage the Premises that they cannot be restored absent substantial reconstruction ("Substantial Casualty") and the County elects not to restore or repair the Premises, the County shall have the right to terminate this Agreement in accordance with the terms and conditions set forth herein.
- c) If the County elects to repair any damage to the Premises, or any portion thereof, the Permittee shall assign to the County any proceeds of insurance received by the Permittee with regard to such damage. In no event shall the Permittee settle any insurance claim or dispute regarding such damage without the County Attorney's prior written approval.

21. CONDEMNATION:

- a) If the whole or any part of the Premises shall be taken by any lawful power or authority for any public or quasi-public use or purpose by the exercise of a right of condemnation or eminent domain, or, in lieu thereof, by Agreement of the County, the Permittee and those authorized to exercise that right, or if any such taking or condemnation of a portion of the Premises shall, in the reasonable opinion of the County, render the Premises unusable for the purposes contemplated by this Agreement, then the Term of this Agreement shall be deemed to have ceased and terminated on the date preceding the date of vesting of title in any condemnation proceeding or action taken or had. Upon such

taking or condemnation, the entire award paid with respect to the Premises shall be paid to the County.

- b) Notwithstanding the foregoing, the Permittee may make its own claim for any separate award that may be made by the condemnor for the Permittee's loss of business, or for any cost or loss of business the Permittee may sustain in the removal of the Permittee's trade fixtures, equipment and furnishings, or as a result of any alterations or repairs which the Permittee may be required to do in order to place that portion of the Premises not so condemned in a condition suitable for the continuance of the Permittee's occupancy thereof. Nothing herein, however, shall create any rights to such claim under applicable condemnation laws, nor require the County to pay any portion of any award it may receive on account of any condemnation award made to the Permittee.

22. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING:

- a) Except as provided in this Agreement, and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- b) If consent to assign, amend, waive or subcontract this Agreement is granted, each assignee or successor to the Permittee shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Permittee for the due performance of all the terms, covenants, conditions and agreements herein contained on the Permittee's part to be performed. In the event of a default of this Agreement by an assignee, the County will notify the Permittee of such default.
- c) Notwithstanding any consent by the County pursuant to this Section, no assignment shall be binding upon the County, unless and until there shall be delivered to the County an instrument of assignment which shall also contain a covenant of assumption by the assignee of all of the obligations of the Permittee under this Agreement.
- d) Any consent which may be given by the County to any assignment or encumbrance shall not constitute a waiver by the County, of the provisions of this Section or relieve the Permittee of its liability for the full performance by it of the covenants of this Agreement on the part of the Permittee to be performed; and any consent given by the County to any assignment or encumbrance shall not relieve the Permittee from obtaining the written consent of the County to any subsequent assignment or encumbrance if such consent is required under the provisions of this Section.
- e) This Section 22 shall not be deemed to prohibit the Permittee from granting to any person, firm or corporation ("Person") the right to use the Premises for purposes intended to implement the Permittee's use of the Premises as set forth in Section 4 of this Agreement, to charge admission therefore or to collect from any such Person fees or rentals for such use of the Premises ("Permitted Rentals"). The Permittee shall reinvest all net revenues received by the Permittee from Permitted Rentals in its maintenance and operation of the Premises.

23. TERMINATION:

- a) Notwithstanding any language contained herein, this Agreement is terminable at will by the County or the Permittee, each in its sole discretion, provided, however, that such termination shall not be exercised in an arbitrary or capricious manner. Such termination shall be effective no less than thirty (30) days after written notice is sent by the County to Permittee, or by the Permittee to the County, as the case may be. Neither the County nor the Permittee, nor their employees or agents as the case may be, shall be liable to the other in the event that this Agreement is terminated as provided for herein. In the event such notice is not given, this Agreement is terminated as described in Section 2 herein.
- b) In connection with the termination or impending termination of this Agreement, the Permittee shall, regardless of the reason for such termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- c) Upon termination, Permittee shall turn over to County all funds raised and other non-personal assets acquired by Permittee, subject to terms of gifts or grants, pursuant to this Agreement and shall provide County with a full accounting relating to such funds and non-personal assets. Any such funds received by the County shall be expended for the benefit of the Preserve.

24. BREACH OF AGREEMENT; EVENTS OF DEFAULT:

- a) Should the Permittee breach or fail to comply with any of the provisions of this Agreement, or any federal, state or local law, rule, regulation or order affecting the Agreement or the Premises with regard to any and all matters, the County may in writing order Permittee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that the Permittee fails to comply with such written notice within twenty (20) days from the mailing thereof, subject to unavoidable delays beyond the reasonable control of the Permittee, then this Agreement shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, the County, by notice in writing, may revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.
- b) The following shall constitute events of default for which this Agreement may be terminated on one (1) day notice:
 - i. appointment of any receiver of the Permittee's assets;
 - ii. the making of a general assignment for the benefit of creditors;
 - iii. the occurrence of any act which operates to deprive the Permittee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the Agreement;
 - iv. the levy of any attachment or execution which substantially interferes with the Permittee's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days;
 - v. should the Permittee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture;

- vi. should any principal of the Permittee be convicted of a crime involving moral turpitude.
- c) Nothing contained in this Section shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which the County may terminate this Agreement.

25. SURRENDER:

Upon the expiration or earlier termination of this Agreement, the Permittee shall quit and quietly and peaceably yield up and surrender to the County the Premises and all fixtures, and such furniture, equipment and movable property and all replacements thereof provided or installed by the County or procured with funds provided through County Support, all in as good condition as when received, reasonable wear and tear excepted. Any movable furniture, equipment or other property provided or installed by the Permittee other than by the use of funds provided by County Support may be removed by the Permittee upon such expiration or termination, subject to the provisions of this Agreement. However, in the event such removal is not performed within thirty (30) days after termination or expiration of this Agreement, or within such additional period of time as the County may permit in writing, upon five (5) days' notice to the Permittee, such furniture, equipment and property may be kept, disposed of or sold by the County, and the County shall be entitled to all proceeds thereof. The Permittee's obligations under this Section shall survive the expiration or earlier termination of the term of this Agreement.

26. REPOSSESSION:

The Permittee further represents that it has knowledge of the fact that the Premises are owned by the County and will be used for a public purpose and that repossession by the County of the Premises is essential to the orderly scheduling of work on the Premises or use by the County; that any delay in such work or use, may subject the County to substantial claims for damages, or adversely affect the County's use of same. The Permittee in consideration of its use of the Premises and of the benefits flowing to it from said Agreement hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the County to recover possession of the Premises that the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

27. LIEN:

- a) The Permittee shall not permit the Premises to be encumbered by any Lien (defined below). As used in this agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.
- b) The prohibition against liens set forth in subparagraph (a)(1) above shall not be construed to prohibit the financing of expenditures made or incurred by the Permittee which are secured, in whole or in part, by a pledge of a security interest in revenues generated by

exhibitions, events or other activities on the Premises, provided, however, that such prohibition shall apply to any lien, encumbrance or charge upon income derived from Permitted Rentals.

- c) Except with respect to materials purchased or services directly procured by the County, if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created or allowed to be created by the Permittee shall be filed against any assets of, or funds appropriated to, the County, the Permittee shall, within ninety (90) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, the Permittee shall not be required to discharge any such lien if the Permittee shall have (i) furnished the County with a cash deposit, bond or other security reasonably satisfactory to the County in an amount sufficient to pay the lien with interest and penalties, and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity. Notwithstanding the foregoing, if despite the Permittee's efforts to seek discharge of the lien, the County believes, in its sole discretion, such lien is about to be foreclosed and so notifies the Permittee, the Permittee shall immediately cause such lien to be discharged of record.
- d) Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Permittee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Permittee shall cause all construction agreements to which it is a party to provide, that to the extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Permittee or any sublicensee or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

28. ALTERATIONS:

- a) An "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to the Premises or in the event of fire or other cause), rehabilitation, modification, addition, improvement or construction work of any kind to the Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of the Premises.
- b) The Permittee may alter the Premises only in accordance with the requirements of subsection (c) of this Section. Alterations shall become property of the County upon their attachment, installation or affixing.
- c) In order to alter the Premises pursuant to subsection (b) of this Section, the Permittee must:

- i. Obtain the County's prior written approval for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work;
 - ii. Ensure that work performed and Alterations made on the Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of herein, in a good and workmanlike manner, and within a reasonable time;
 - iii. Perform and complete all such Alterations at its sole cost and expense, in strict compliance with the County's Department of Public Works guidelines attached hereto and hereby made a part hereof as Exhibit "B", and;
 - iv. notify the County of the completion of, and the making final payment for, any Alteration within ten (10) days after the occurrence of said completion or final payment.
- d) The County may, in its sole discretion, make Alterations or repairs or perform maintenance to the Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any such Alterations, repairs or maintenance, nor shall this provision in any way affect or impair the Permittee's obligations herein in any respect. The Permittee agrees to cooperate with the County, to accommodate any such work by the County and provide public and construction access through the Premises as deemed necessary by the County. The County shall use its best efforts to give the Permittee at least fourteen (14) days written notice of any such work and not to interfere substantially with the Permittee's operation or use of the Premises. The County may temporarily close a part or all of the Premises for the County's purpose as determined by the County in its sole discretion. In the event that the Permittee must close the Premises for the purposes provided for in this Agreement because of such County construction, then the Permittee may propose and submit for County approval, a plan to equitably address the impact of the closure. The Permittee shall be responsible for security of all of the Licensees' property on the Premises at all times.

29. PRIOR AGREEMENTS:

Permittee in its operation and management of the Preserve shall comply with all known applicable third party agreements concerning the Preserve, and shall comply with all Village of Sands Point laws, regulations and ordinances concerning the Preserve.

30. REASONABLENESS:

Both Permittee and the County agree that each shall act in a reasonable manner concerning all items in this Agreement and in all matters concerning the Preserve.

31. MISCELLANEOUS:

- a) Starting in 2010, no County staff is to remain at Premises for management and operation, unless County at its sole option chooses to make some staff available to Permittee.
- b) Permittee shall uphold all applicable conditions of known applicable third party agreements known to it and concerning the Premises.
- c) Permittee shall be responsible for all routine care and maintenance.
- d) County will assist in spring and fall clean-up of buildings and grounds.
- e) County responsible only for capital improvements specifically agreed to in advance.

- f) Permittee shall as necessary seek to obtain from the Incorporated Village of Sands Point permission to hold Permittee's desired number of events at Hempstead House and throughout Preserve. Permittee shall also, as appropriate, endeavor to help obtain Village of Sands Point approval for events the County may seek to hold at Sands Point Preserve, as per subsection 4(e) above.
 - g) Permittee will consider working with other organizations, and with the County, if the County at its sole option so wishes, to secure approval through public referendum, of a bond issue, either independent or as part of a larger environmental bond issue, for the restoration of important public historically land-marked buildings in Nassau County parks and preserves, including the Sands Point Preserve.
 - h) Permittee may seek County and Village approval for expanded Preserve operating hours, such as until dusk from May-October, starting in 2009.
 - i) Permittee agrees to work in conjunction with the Gold Coast Historic Trust.
 - j) County shall, at its sole option, help in Permittee Preserve marketing efforts, such as with inclusion in agreed upon County mailings, location of signage, identification of potential donors and revenue sources, links with the County's Sands Point Preserve website, possible SP Preserve member tie-ins with other County facilities, etc.
 - k) Permittee shall cooperate with the County in helping to develop waterfront activities at the Preserve and cooperatively develop wider programs with other County-owned north shore waterfront facilities.
 - l) Permittee and County shall cooperate with each other in a program of developing revenue for the Preserve. Such revenue programs shall not conflict with applicable third-party Agreements concerning the Preserve, and all revenue derived from such revenue programs shall be used in ways agreed upon by County and Permittee to benefit the Preserve.
 - m) Permittee shall have the right to occupy rent-free office space at the Preserve sufficient for the Permittee's operations to benefit the Preserve.
 - n) As requested by Permittee, the County shall, at its option, provide advice on issues concerning the Preserve, such as museum use, displays and coordination, horticulture, exhibitions, programs, etc.
 - o) Permittee shall continue good faith efforts to enhance beneficial relationships with the Harry Frank Guggenheim Foundation, the Solomon Guggenheim Foundation, and the Daniel Guggenheim Foundation.
-
- p) De-accessioning of County personal property will remain under County control.
 - q) All museum collections shall remain under County control and all applicable County ordinances shall apply.
 - r) This Agreement shall be subject to CSTL's right to operate a summer camp during 2008, pursuant to an existing agreement with the County that the County will not renew or extend.

32. INDEPENDENT CONTRACTOR:

The Permittee is an independent contractor of the County. The Permittee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Permittee (a "Permittee Agent"), be:

- (i) deemed a County employee,
- (ii) commit the County to any obligation, or

- (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

33. NO ARREARS OR DEFAULT:

The Permittee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

34. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- i) Notice. At least thirty (30) days prior to seeking relief the Permittee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Permittee shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Permittee shall allege that the above-described actions and inactions preceded the Permittee's action or special proceeding against the County.
- ii) Time Limitation. Such action or special proceeding is commenced within the earlier of:
 1. one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and
 2. the time specified in any other provision of this Agreement.

35. CONSENT TO JURISDICTION AND VENUE, GOVERNING LAW, JURY TRIAL WAIVER:

- a) Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- b) BOTH THE LICENSEE AND THE COUNTY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT

36. RIGHTS RESERVED BY THE COUNTY:

- a) All rights not specifically granted to the Permittee in this Agreement shall be reserved by the County.
- b) Except as otherwise provided in this Agreement, the Permittee shall not operate, or permit the operation of, any concession on the Premises, or permit others to use all or a portion of the Premises for commercial events, except with the prior written approval of the County. Notwithstanding the foregoing, unless the Permittee is otherwise notified in writing by the County, the approval of the County shall not be required for conducting, or sublicensing portions of the Premises for the purpose of conducting, receptions or special events ("Special Events") of limited duration intended to provide revenues to support the Permittee's operation of the Premises.

37. NOTICES:

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

- i) In writing,
- ii) Delivered or sent
 - 1) By hand delivery, evidenced by a signed, dated receipt,
 - 2) Postage prepaid via certified mail, return receipt requested, or
 - 3) Overnight delivery via a nationally recognized courier service,
- iii) Deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable,
- iv) To the County Attorney's Office, attention: Transactions Bureau Chief, at the address specified above for the County, and
- v) If to the Department, to the attention of the Commissioner at the address specified above for the Department, if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Permittee shall obtain from the Department) at the address specified above for the County, if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and if to the Permittee, to the attention of the person who executed this Agreement on behalf of the Permittee at the address specified above for the Permittee, or in each case to such other persons or addresses as shall be designated by written notice.

38. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY, SUPREMACY:

- a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then
 - i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and
 - ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

39. SECTION AND OTHER HEADINGS: The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

40. ENTIRE AGREEMENT: This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. This Agreement may be modified only by a written instrument executed by both County and the Permittee.

41. NOT-FOR-PROFIT OF PERMITTEE: The Permittee is and shall at all times during the Term maintain itself as an exempt organization under Internal Revenue Code § 501(c)(3) and the Treasury Regulations thereunder. The failure of the Permittee to comply with the terms and conditions of this Section shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

42. EXECUTORY CLAUSE: Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless
1. all County approvals have been obtained, including, if required, approval by the County Legislature, and
 2. this Agreement has been executed by the County Executive (as defined in this Agreement).

- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

43. SUCCESSORS AND ASSIGNS: The covenants and agreements herein contained shall be binding upon and inure to the benefit of the County and the Permittee and their respective permitted successors and assigns.

44. WAIVER OF COMPENSATION:

- a. The Permittee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Premises, or by reason of any loss of any gas supply, water

supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and the Permittee hereby expressly releases and discharges the County and its agents from any demands, claims, actions and causes of action arising from any of the causes aforesaid.

- b. The Permittee further expressly waives any and all claims for compensation, loss, of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this Agreement is terminated by County.

REMAINDER OF PAGE
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IN WITNESS WHEREOF, the Permittee and the County have executed this Agreement as of the date first above written.

FRIENDS OF THE SANDS POINT PRESERVE

By: Robert Berens

Name: ROBERT BERENS

Title: President

Date: April 7, 2008

NASSAU COUNTY

By: [Signature]

Name: Jose Luis Lopez

Title: Commissioner

Date: 6/12/08

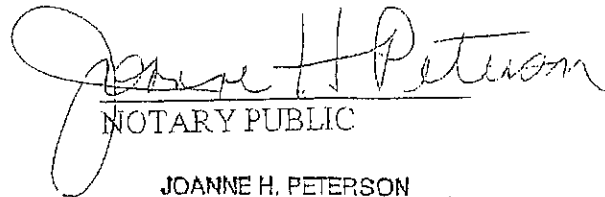
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8 day of April in the year 2008 before me personally came Robert Beckus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Friends of the Sandy Point Preserve, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

JOANNE H. PETERSON
Notary Public, State of New York
No. 3869450

Qualified in Nassau County
Commission Expires November 30, 2009

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18th day of June in the year 2008 before me personally came Jose Luis Lopez to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC

PATRICIA A. KIVO
Notary Public - State of New York
NO. 01K16116611
Qualified in Nassau County
My Commission Expires 10/4/08

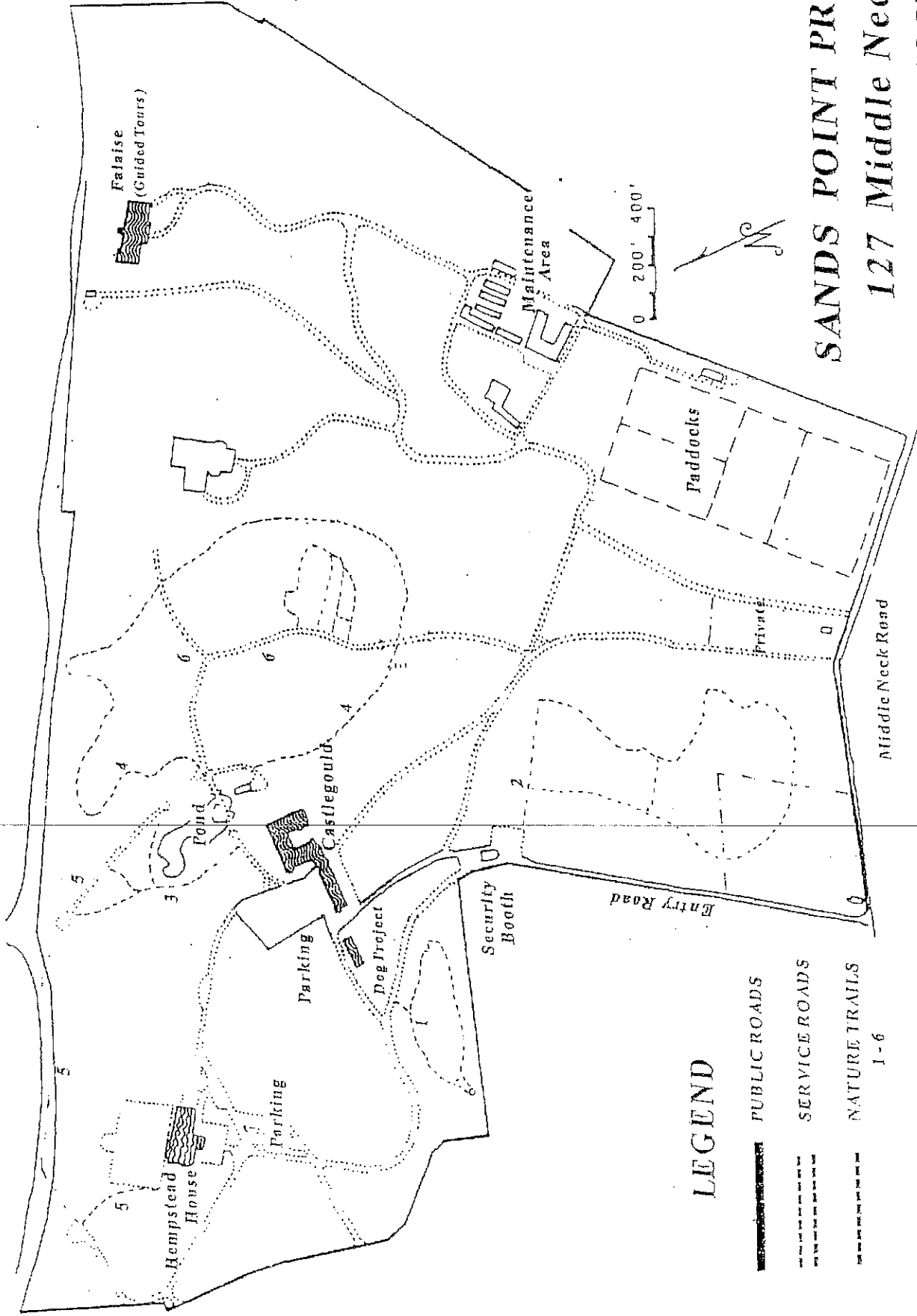
THE PREMISES

The Premises (defined as "the portions of the Sands Point Preserve to be used, occupied and managed by the Permittee as of the date of execution of this Use and Occupancy Permit and Agreement,") consist of all of the buildings and grounds of the Sands Point Preserve, except for the following uses already in existence as of the date of execution of this Permit and Agreement:

- 1) All units and immediately surrounding areas which Nassau County currently permits to be occupied by third parties;
- 2) All current storage and workshop areas in Castlegould and in the barn and stable complex;
- 3) Stables and paddocks currently occupied and used by Nassau County police horses;
- 4) Areas currently used for museum collections.

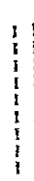
As stated in this Permit and Agreement, any or all of the above areas currently used by the County may in the future, upon mutual agreement by County and Permittee, be managed and operated by the Permittee.

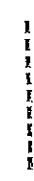
Long Island Sound



LEGEND

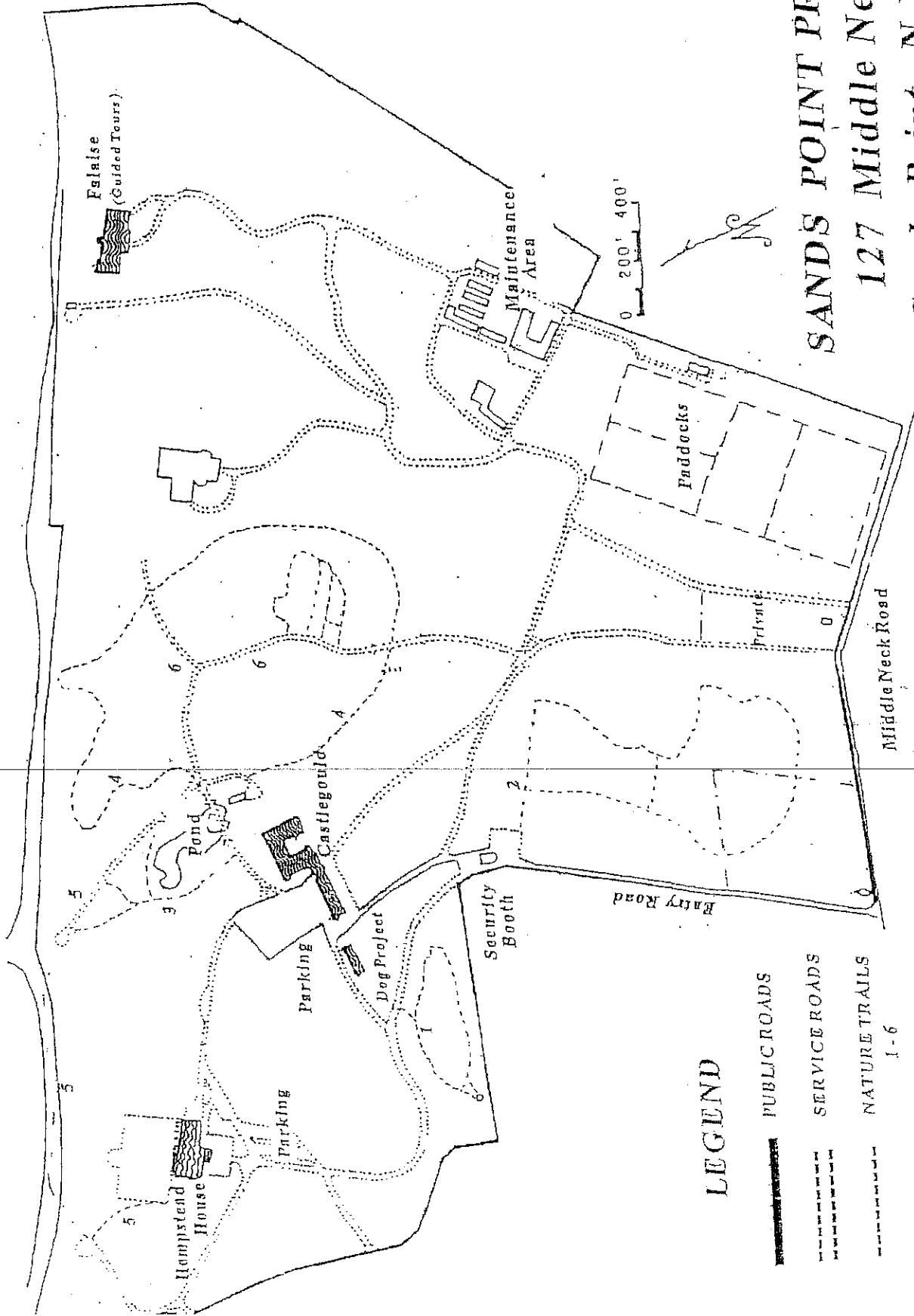
 PUBLIC ROADS

 SERVICE ROADS


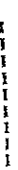
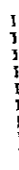
 NATURE TRAILS

1-6

Long Island Sound



LEGEND

-  PUBLIC ROADS
-  SERVICE ROADS
-  NATURE TRAILS 1-6

SANDS POINT PRESERVE
 127 Middle Neck Rd.
 Sands Point, N.Y. 11050
 (516) 571-7900

THE PREMISES

The Premises (defined as "the portions of the Sands Point Preserve to be used, occupied and managed by the Permittee as of the date of execution of this Use-and Occupancy Permit and Agreement,") consist of all of the buildings and grounds of the Sands Point Preserve, except for the following uses already in existence as of the date of execution of this Permit and Agreement:

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- 2) All current storage and workshop areas in Castlegould and in the barn and stable complex;
- 3) Stables and paddocks currently occupied and used by Nassau County police horses;
- 4) Areas currently used for museum collections.

As stated in this Permit and Agreement, any or all of the above areas currently used by the County may in the future, upon mutual agreement by County and Permittee, be managed and operated by the Permittee.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

- 1) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:
 - a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
 - b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
 - e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
 - f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
 - h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
 - i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
 - j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
 - k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
-
- l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
 - m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.
- 2) Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.
 - 3) Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.
 - 4) The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.
 - 5) The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.
 - 6) As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.
 - 7) As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a

County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

- 8) As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.
- 9) As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.
- 10) As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:
 - a) Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
 - b) Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
 - c) Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
 - d) Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e) Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
 - f) Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
 - g) If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
 - h) The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
 - i) County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.
- 11) As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.
- 12) As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.
- 13) As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.
- 14) Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

ROBERT BERENS (Name)
121 MIDDLE NECK ROAD, SANDS POINT, NY 11050 (Address)
(516) 944-2000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

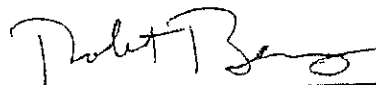
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ (has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4-14-08

Dated



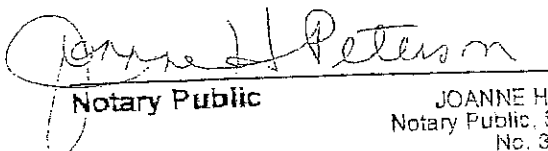
Signature of Chief Executive Officer

ROBERT BERENS

Name of Chief Executive Officer

Sworn to before me this

14 day of April, 2008.


Notary Public

JOANNE H. PETERSON
Notary Public, State of New York
No. 3869450
Qualified in Nassau County
Commission Expires November 30, 2009

Appendix U – Collective Bargaining

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A. Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1. whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2. whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J. "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- 15) K. "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- 1) A) County contractor shall not use any of County funds to assist, promote or deter union organizing.
 - B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
 - C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
 - D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
 - E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
-
- 16) F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
 - G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.

H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.

I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A.) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A.) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

- (1) addressing a grievance or negotiating or administering a collective bargaining agreement;

- (2) allowing a labor organization or its representative's access to the employer's facility or property;
- (3) performing an activity required by Federal or State law or by a collective bargaining agreement; and
- (4) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency, Authority or Office shall:

- 1) 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
 - d) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - e) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.

- 2) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement
- 3) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

7. Penalties.

- A. County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B. An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C. Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.
- D. Section 8. Enforcement.
- E. A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- F. All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- G. Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

Friends of the Sands Point Preserve
2015 Board of Directors

Address	Home Phone	Work Phone	Cell Phone	Email Address
Alyson Adler Green 1 Laurel Lane Sands Point, NY 11050	516-944-7234	212-355-1555	516-286-9194	alysonadler@msn.com
Jim Avena 55A Graywood Avenue Port Washington, NY 11050			516-637-4065	Jimavena8@gmail.com
Owen Costello 92 Mackey Ave. Port Washington, NY 11050	516-883-8841	212-250-6570	516-375-4517	Owen92@aol.com
Peter Dejana 225 Sands Point Road Sands Point, NY 11050	516-883-4161	516-944-3100	516-523-6792	pdejana@dejanaindustries.com
Georgia DeYoung 3 Redwood Ct. Sands Point, NY 11050	516-883-8627		516-457-7634	bnqdev@aol.com
Angelo Giannuzzi 16 High Farm Road Glen Head, NY 11545	516-674-9255	516-944-6363	516-932-7847	Gioli58@yahoo.com
Jim and Karli Hagedorn 3085 SE St. Lucie Blvd. Stuart, Florida 34997	516-767-1212	772-286-9472 *937-644-7001	516-650-8660	haggy@aol.com jim.hagedorn@scotts.com
Adam Hanft 191 Harbor Road Sands Point, NY 11050	516-883-7461	212-929-8855	917-287-3359	ahanft@hanftprojects.com
Alicja Malecka 36 Hoffstot Lane Sands Point, NY 11050	516-767-1931		516-384-8629	amalecka@maleckacapital.com
Jack Mandel 31 Hoffstot Lane Sands Point, NY 11050	516-883-2638	631-756-9803	631-8068394	Jack@harmanbeads.com
Jean-Marie Posner 40 Hoffstot Lane Sands Point, NY 11050	516-944-0163	516-571-7901	516-220-8209	jmstarrbart@aol.com
Amrit Sethi 15 Woodland Drive Sands Point, NY 11050	516-883-4179	516-883-1131	516-448-9852	Asmama7@aol.com
Jane Stern 25 Elm Court Sands Point, NY 11050	516-767-1661		516-312-1120	sternshome@aol.com
Rob R. Walker 1550 Franklin Ave. Mineola, NY 11501		516-571-6603	516-351-9548	rwalker@nassaucountynyny.gov
Marcia Forman, Emeritus	516-883-3199			

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Friends of the Sands Point Preserve
Address: 127 Middle Neck Road
City, State and Zip Code: Sands Point, NY 11050
2. Entity's Vendor Identification Number: 20-0294550
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp Charity, 501(c)(3)
Non-profit Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
List of board of directors is attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract. Related party disclosure -

Dejana Industries provides snow removal services at Sands Point Preserve.

Peter Dejana is an owner of Dejana Industries and serves on the board of directors of Friends of the Sands Point Preserve.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 15, 2015

Signed: Jean-Marie Posner
Print Name: Jean-Marie Posner
Title: Executive Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.